

WRONA LAW OFFICES, P.C.

Joseph E. Wrona (#8746)
1745 Sidewinder Drive
Park City, Utah 84060
Telephone: (435) 649-2525
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Proposed Special Counsel for Debtors

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH**

In re:

EASY STREET HOLDING, LLC, *et al.*,

Debtors.

Address: 201 Heber Avenue
Park City, UT 84060

Tax ID Numbers:

35-2183713 (Easy Street Holding, LLC),
20-4502979 (Easy Street Partners, LLC), and
84-1685764 (Easy Street Mezzanine, LLC)

Bankruptcy Case No. 09-29905
Jointly Administered with Cases
09-29907 and 09-29908

Chapter 11

Honorable R. Kimball Mosier

[FILED ELECTRONICALLY]

**DEBTORS' APPLICATION PURSUANT TO BANKRUPTCY CODE
SECTION 327(e) AND RULES 2014(a) AND 2016(b) TO EMPLOY
WRONA LAW OFFICES, P.C. AS SPECIAL COUNSEL**

Easy Street Holding, LLC, Easy Street Mezzanine, LLC and Easy Street Partners, LLC (collectively, the "Debtors"), hereby file this application (the "Application") for entry of an order authorizing the Debtors to employ Wrona Law Offices, P.C. ("Wrona Law Offices") as special counsel effective as of September 14, 2009, the petition date in these cases, pursuant to 11 U.S.C. §327(e), and Rules 2014 and 5002 of the Federal Rules of Bankruptcy Procedure. In support of this Application, the Debtors state as follows:

1. On September 14, 2009 (the "Petition Date"), each of the Debtors filed a voluntary petition in this Court under chapter 11 of title 11 of the United States Code §§ 101, et seq. (the "Bankruptcy Code"). The Debtors continue to operate their business and manage their property as debtors-in-possession.

JURISDICTION AND VENUE

2. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U. S. C. § 157(b).

3. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief requested here are sections 327(e) and 330 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 2014(a), and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

RETENTION OF WRONA LAW OFFICES

5. By this Application, the Debtors request that the Court enter an order authorizing the Debtors to employ and retain Wrona Law Offices as special counsel in accordance with the terms and conditions set forth in that certain engagement letter between the Debtors and Wrona Law Offices, dated September 1, 2009 (the "Engagement Letter"), a copy of which is annexed to the hereto as Exhibit 1.

6. The Debtors are also requesting that Court approve their retention of Crowell & Moring LLP and Durham Jones & Pinegar as bankruptcy counsel.

7. The Debtors do not intend to have Wrona Law Offices duplicate services other counsel are providing and Wrona Law Offices will coordinate with other counsel and avoid duplication.

8. No trustee or creditors' committee has been appointed in the Debtors' cases.

9. This Application is filed shortly after the Petition Date because of the need to prepare other documents and perform other tasks associated with the filings.

10. Accordingly, the Debtors respectfully request entry of an order pursuant to section 327(e) of the Bankruptcy Code, and Fed. R. Bankr. P. 2014, authorizing them to employ and retain

Wrona Law Offices as special counsel to advise them and to perform certain specified legal services as set forth below at their customary billing rates set forth in the attached declaration of Joseph E. Wrona (the "Wrona Declaration") filed herewith.

11. The Debtors seek to retain Wrona Law Offices as special counsel because of the extensive expertise and knowledge that attorneys in the firm have in the areas of commercial litigation, bankruptcy and condominium hotel real estate transactions, and also their experience in representing the Debtors and principals of the Debtors pre-petition in corporate and litigation matters. The Debtors believe that Wrona Law Offices is both well qualified and able to represent them as special counsel in these Chapter 11 cases and proceedings therein in an efficient and timely manner.

12. The services of DJP are necessary to facilitate the Debtors being properly represented. The specific services which may be provided by Wrona Law Offices are:

a. Advising the Debtors on litigation, bankruptcy and financing matters, including the negotiation and structure of debtor-in-possession financing;

b. Representing the Debtors in connection with this proceeding, including adversarial actions within this proceeding; and

c. Representing and advising Debtors with regard to issues related to the complex relationships within Debtor's organization, and between Debtor and its fractional interest unit owners.

13. Wrona Law Offices has stated its desire and willingness to act in this case and render the necessary professional services as special counsel for the Debtors.

14. To the best of the Debtors' knowledge, Wrona Law Offices does not have any connection with or hold or represent any interest adverse to the Debtors, their creditors, or any other party in interest, or the attorneys or other professionals for the Debtors, except as set forth in the Wrona Declaration.

15. Accordingly, the Debtors submit that Wrona's representation of the Debtors as special counsel is permissible under section 327(e) of the Bankruptcy Code and is in the best interests of all parties in interest.

16. The Debtors have not provided Wrona Law Offices with a retainer in this matter.

17. In the year prior to September 14, 2009, Wrona Law Offices provided legal services to the Debtors consisting primarily of advice and counsel on pre-petition services to the Debtors. The records from Wrona Law Offices indicate that the amount of \$11,760.00 remains outstanding for pre-petition fees and services.

18. The Debtors understand that Wrona Law Offices intends to apply to the Court for allowance of compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the local rules and orders of this Court (the "Local Rules") for all services performed and expenses incurred after the Debtors' retention of Wrona Law Offices.

19. The Debtors, subject to the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and Orders of the Court, propose that Wrona Law Offices charge for its legal services on an hourly basis in accordance with its ordinary and customary hourly rates for cases of this nature as in effect on the date services are rendered, as set forth in the Wrona Declaration, and that Wrona Law Offices be reimbursed for its out-of-pocket costs and expenses according to its ordinary and customary reimbursement policies.

NOTICE

20. No trustee, examiner, or creditors' committee has been appointed in the Debtors' Chapter 11 cases. Notice of this Application has been given to the United States Trustee for the District of Utah, to the Debtor, to holders of secured claims, the holders of the largest twenty unsecured claims in each of the Debtors' cases, to governmental entities, and to attorney who have entered a notice of appearance in the Debtors' cases.

21. No previous request for the relief sought has been made to this or any other Court.

WHEREFORE, the Debtors respectfully request entry of an order authorizing them to employ Wrona Law Offices as special counsel in these cases, effective September 14, 2009, and granting such other and further relief as this Court deems just and proper.

DATED: October 15, 2009

EASY STREET HOLDING LLC

By: 

Its: K. P. BERGER

EASY STREET MEZZANINE LLC

By: 

Its: K. P. BERGER

EASY STREET PARTNERS LLC

By: 

Its: K. P. BERGER

Agreed to:

WRONA LAW OFFICES, P.C.

By:



Joseph E. Wrona (#8746)
1745 Sidewinder Drive
Park City, Utah 84060
Telephone: (435) 649-2525
Facsimile: (435) 649-5959

Proposed Special Counsel for Debtors

EXHIBIT 1



WRONA LAW OFFICES
ATTORNEYS AT LAW

September 1, 2009

VIA EMAIL: bshoaf@cloudnineresorts.com

Mr. William Shoaf
Acting Co-Manager,
Easy Street Holding, LLC
East Street Mezzanine, LLC
Easy Street Partners, LLC

Re: Legal Representation Agreement

Dear Bill:

You have asked Wrona Law Offices to provide the above referenced Easy Street entities ("Easy Street") with legal representation. Among the matters that you are employing this firm to perform work for you are legal advice and counsel in anticipation of a Chapter 11 bankruptcy reorganization, potential adversarial litigation with one or more of your commercial lenders, assistance in various relationships that are vital to Easy Street, employment issues, partnership issues, mechanics lien issues, real estate issues, HOA issues, and potentially many other areas of law and/or business. The terms of my firm's representation are set forth below.

Fees and Costs. I will supervise this matter and my rate for such work is \$350.00 per hour. Other partners and associates may assist in this matter. Their billing rates for such work range between \$125.00 and \$250.00 per hour and our paralegal billing rate for such work is \$75.00 to \$100.00 per hour. Although rates are subject to change, you will be notified in writing of any such changes. Please note that in addition to our hourly rates you may also be charged for the firm's out of pocket costs incurred (for example, filing documents, photocopying expenses, long distance phone charges).

Billing and Payment. You will be billed monthly and receive a monthly statement for all services rendered and costs incurred during the previous month. Payment is due upon receipt. We reserve the right to charge interest at the rate of eighteen percent (18%) per annum on your account in the event it is not timely paid. Non-payment may also be a basis for terminating our future services. In the event that you do not pay your bill, you will be liable for collection costs, including attorney fees.

William Shoaf
September 1, 2009
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Right to Lien. You hereby grant the firm the right to record and foreclose upon a lien against any real property owned by you or any entity in which you have an ownership interest in the amount of any costs and/or fees owed by you to our firm that remain unpaid thirty (30) days after receipt of our invoice.

Retainer: No retainer is required in this matter.

Results not Guaranteed. This letter confirms that this firm cannot and does not guarantee any particular result to this matter.

Discharge or Withdrawal. The firm reserves the right to withdraw from this matter and discontinue representing you for the following reasons: (1) there is insufficient law in support of your position; (2) you fail to cooperate or timely pay the fees and costs; or (3) any other grounds provided by law. You also have the right to discharge the firm for any reason upon giving us reasonable notice and upon execution of any Substitution of Attorney as may be required. In the event that you terminate our representation, you agree to immediately pay all fees incurred up to the point of termination and that payment is due at the time files are released by our firm. Upon discharge or withdrawal you agree to pay all earned fees, costs and expenses.

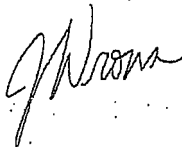
Entire Agreement. This agreement contains the entire agreement of the parties. No other agreement, statement or promise made will be binding on the parties.

Severability in Event of Partial Invalidity. If any provision of this agreement is held in whole or in part to be unenforceable for any reason, then that provision or portion thereof shall be severed and the remainder of the entire agreement and the remainder of that provision shall remain in effect.

Modification by Subsequent Agreement. This agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement to the extent that the parties carry it out.

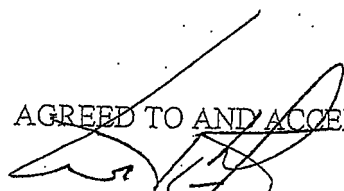
If these terms meet with your approval, please sign this letter where indicated and return it to our offices as soon as possible. I appreciate the opportunity to be of service.

Very truly yours,



Joseph E. Wrona

AGREED TO AND ACCEPTED:



Mr. William Shoaf, Acting Co-Manager,
Easy Street Holding, LLC
East Street Mezzanine, LLC
Easy Street Partners, LLC
Dated: _____